

EXHIBIT T

JACOBS DECLARATION
EXHIBIT Q
(REDACTED)

EXHIBIT E

[DOCUMENT SOUGHT TO BE SEALED]

ROUGH DRAFT

N O T I C E

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1 Q. And is it your understanding that these
2 amendments applied to any or all of the patents in suit?
3 A. The amendments were contemplating additional
4 acquisitions that would then become subject to the
5 Security Agreement requirements, yes.
6 Q. So it was pursuant to the amendments to the
7 original 2014 Agreement with Fortress and the CF
8 entities that those entities obtained a security
9 interest in the patents in suit. Is that a fair --
10 A. Yes.
11 Q. -- characterization?
12 A. Sorry. I spoke over you.
13 Q. Sorry. That would be a fair characterization.
14 A. That's the most accurate characterization.
15 Q. Okay. You were handed a moment ago what has
16 previously been marked as Exhibit 1012, Bates numbers
17 18279 to 18319.
18 Do you recognize Exhibit 1012 as a copy of the
19 conformed revenue sharing and note and warrant Purchase
20 Agreement dated as of December 30, 2014, and amended on
21 February 24th, 2015, May 27th, 2016, and May 15th, 2017?
22 A. Yes.
23 Q. For simplicity, I'm going to refer to this
24 exhibit as the revenue sharing agreement.
25 Does that make sense?

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1 aggregate original principal amount of [REDACTED]
2 [REDACTED].
3 Did I read that correctly?
4 A. Yes.
5 Q. Now, if you'll look at Section 2.2.1.2 below,
6 the second sentence of that section states, the proceeds
7 of the notes issued on the closing date shall be used
8 to, one, support the company's current IP monetization
9 campaign and, two, fund general corporate activities and
10 working capital and to pay the company's transaction
11 expenses.
12 Do you see that?
13 A. Yes.
14 Q. Then immediately below in Section 2.2.1.3 the
15 second sentence of that section states, the proceeds of
16 the notes issued following the closing date shall be
17 applied to the payment of monetization expenses or to
18 reimburse the company for the payment of monetization
19 expenses and for general corporate purposes.
20 Did I read that correctly?
21 A. Yes.
22 MS. ABENDSHIEN: If you could mark this.
23 (Exhibit 1027 was marked for identification.)
24 MS. ABENDSHIEN: That was 1027?
25 THE COURT REPORTER: Yes.

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1 A. Yes. We call it the RS and WPA.
2 Q. RS and WPA.
3 This is the agreement that we just discussed a
4 moment ago concerning the security interest that
5 Fortress and the CF entities obtained; correct?
6 A. Yes.
7 Q. And are you familiar with this Agreement?
8 A. I am.
9 Q. How are you familiar with it?
10 A. I believe I was key participant in representing
11 Uniloc's group of companies' interests in putting this
12 Agreement together, negotiating with Fortress side and
13 getting it finalized.
14 Q. Please turn with me to Page 18285 of the
15 document where it says 2.2, the notes.
16 Do you see that?
17 A. Yes.
18 Q. Okay. Under Section 2.2.1.1, the Agreement
19 states, on the closing date and from time to time
20 thereafter as provided herein and subject to
21 satisfaction of the conditions set forth in Section 3.1
22 and 3.2, the issuer agrees to issue and sell and each
23 purchaser agrees to purchase for an amount equal to the
24 original principal amount thereof and in accordance with
25 the percentages set forth on Schedule 2.1 notes in an

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1 BY MS. ABENDSHIEN:
2 Q. Mr. Turner, you've just been handed what has
3 been marked as Exhibit 1027, Bates numbers 18332 to
4 18334.
5 Do you recognize Exhibit 1027 as Schedule 2.2 to
6 the revenue sharing agreement, third-party agreements
7 related to monetization expenses, updated May 10th,
8 2017?
9 A. Yes.
10 Q. And this is a complete and accurate list of
11 third-party agreements related to monetization expenses
12 as the revenue sharing agreement employs that term as of
13 May 10th, 2017; correct?
14 A. That's what it's intended to be and I believe it
15 is.
16 Q. You have no reason to believe that this list is
17 incomplete or otherwise inaccurate.
18 A. No reason to believe that it is incomplete or
19 otherwise inaccurate. That's correct.
20 Q. Let's go back for a minute to the revenue
21 sharing agreement, which is Exhibit 1012. Okay. Please
22 turn with me to Page 18294, where it says at the top
23 Article 4, representations and warranties of the
24 company.
25 Do you see that?

<p style="text-align: right;">Page 29</p> <p>1 A. Yes.</p> <p>2 Q. Now, if you'll look down toward the bottom of</p> <p>3 the page where it says 4.5, intellectual property.</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. The document then states, as of the closing</p> <p>7 date, subject solely to the licensing agreements set</p> <p>8 forth on Schedule 4.5A (the existing licenses) true and</p> <p>9 correct copies of which have been delivered to the</p> <p>10 purchasers, Uniloc Luxembourg is the entire valid sole</p> <p>11 and exclusive beneficial and record owner of all right,</p> <p>12 title, and interest to all of the patents.</p> <p>13 Did I read that correctly?</p> <p>14 A. You read it correctly, yes.</p> <p>15 MS. ABENDSHIEN: If you could mark this.</p> <p>16 (Exhibit 1028 was marked for identification.)</p> <p>17 BY MS. ABENDSHIEN:</p> <p>18 Q. You've just been handed what has been marked as</p> <p>19 Exhibit 1028, Bates numbers 18337 to 18339.</p> <p>20 Do you recognize Exhibit 1028 as Schedule 4.5A</p> <p>21 to the revenue sharing agreement, existing licenses,</p> <p>22 updated May 10th, 2017?</p> <p>23 A. Yes.</p> <p>24 Q. Do you see on Page 18337 about halfway down</p> <p>25 where it says summary of Uniloc License Agreements,</p>	<p style="text-align: right;">Page 30</p> <p>1 updated May 10th, 2017?</p> <p>2 A. Yes.</p> <p>3 Q. And then do you see the list that follows and</p> <p>4 continues on to Pages 18338 and 339?</p> <p>5 A. I do.</p> <p>6 Q. And this list is a complete and accurate list of</p> <p>7 Uniloc License Agreements as of May 10, 2017; correct?</p> <p>8 A. Yes.</p> <p>9 Q. The term Uniloc as used here includes both</p> <p>10 Uniloc Luxembourg and Uniloc USA; right?</p> <p>11 A. Yes.</p> <p>12 Q. Now, still on Page 18337 of this document, do</p> <p>13 you see at the top of that page numbered Item 31,</p> <p>14 license and services Agreement dated effective as of</p> <p>15 January 1, 2013, by and between Uniloc USA, Inc., and</p> <p>16 Uniloc Luxembourg, S.A., and the same such agreement</p> <p>17 dated effective September 10th, 2014, February 22nd,</p> <p>18 2016, and February 21st, 2017, and Amendment to licenses</p> <p>19 and services agreement dated February 26th, 2015?</p> <p>20 A. Yes.</p> <p>21 Q. Are you familiar with the license and services</p> <p>22 agreement referenced there?</p> <p>23 A. Yes.</p> <p>24 Q. Can you explain at a high level what the terms</p> <p>25 of that license and services agreement were?</p>
<p style="text-align: right;">Page 31</p> <p>1 A. The same as the Agreement we saw earlier, as the</p> <p>2 prior exhibit.</p> <p>3 Q. And when you say the same as the Agreement we</p> <p>4 saw earlier, to which Agreement are you referring?</p> <p>5 A. Exhibit 1026.</p> <p>6 Q. That was the May 2017 license from Uniloc</p> <p>7 Luxembourg to Uniloc USA?</p> <p>8 A. Yes. And when I say the same, I mean the</p> <p>9 similar enough to say the same. There might be some</p> <p>10 slightly different wordings that Agreements as time went</p> <p>11 along were slightly -- I'm assuming, may have been</p> <p>12 slightly adjusted but the gist of it all, like you said,</p> <p>13 in general is this.</p> <p>14 Q. So, generally speaking, the Agreement between</p> <p>15 those entities from 2013 reflected the same rights and</p> <p>16 obligations that are reflected in the Agreement between</p> <p>17 those entities in May 2017?</p> <p>18 A. Yes, generally, as you said, I agree with that.</p> <p>19 Q. Okay. Let's return again to the revenue sharing</p> <p>20 agreement. This time to Page 18295.</p> <p>21 Do you see where it says, 4.6, material</p> <p>22 agreements?</p> <p>23 A. Yes.</p> <p>24 Q. And then it says Schedule 4.6 sets forth each</p> <p>25 agreement relating to the purchase or acquisition of any</p>	<p style="text-align: right;">Page 32</p> <p>1 patent, including seller notes issued in connection with</p> <p>2 such acquisition and any other material agreement</p> <p>3 relating to any patent other than the existing licenses.</p> <p>4 Did I read that correctly?</p> <p>5 A. Yes.</p> <p>6 (Exhibit 1029 was marked for identification.)</p> <p>7 BY MS. ABENDSHIEN:</p> <p>8 Q. Mr. Turner, you've just been handed what has</p> <p>9 been marked as Exhibit 1029, Bates number 18341.</p> <p>10 Do you recognize Exhibit 1029 as Schedule 4.6 to</p> <p>11 the revenue sharing agreement, material agreements,</p> <p>12 updated May 10th, 2017?</p> <p>13 A. Yes.</p> <p>14 Q. This list is a complete and accurate list of</p> <p>15 material agreements as the revenue sharing agreement</p> <p>16 employs that term as of May 10th, 2017; correct?</p> <p>17 A. Yes.</p> <p>18 Q. We've just been discussing the rights to and</p> <p>19 interests in the patents in suit held by Uniloc</p> <p>20 Luxembourg, Uniloc USA, and Fortress and the CF entities</p> <p>21 between May 16th, 2017, and March 28th, 2018.</p> <p>22 Did anyone else have any rights to or interests</p> <p>23 in the patents in suit during that time period?</p> <p>24 A. None that I'm aware.</p> <p>25 Q. Still focusing on that same time period, between</p>